

CONTRACT AWARD
SP-38 Rev. 01/02

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
012-A-28-7058-C

Contract Award Date
June 26, 2002

Expiration Date
June 25, 2004

Supplement #3 Dated 4/1/03

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **IT Consulting - 5022**

FOR: Office of the State Comptroller Core-CT Project 55 Elm Street Hartford, CT 06106		DELIVERY DATE REQ'D: N/A	
		TERM OF CONTRACT: Two years with a possible two (2), one (1) year extensions	
		AGENCY REQUISITION NUMBER: 215900	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		--	1,889,800

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- ▶ **CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ **PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

Supplement #3 is added to increase dollar value of contract (See dollar figure above) and revise pricing for vendor.

APPROVED

Date Issued: April 1, 2003

Holly Miller-Sullivan
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

All correspondence regarding this contract award must be in writing and submitted to:

Kathleen M. Anderson, PSO II, Contract Award # 012-A-28-7058-C
DOIT - Contract & Purchasing Division, 101 East River Drive, 4th Floor, East Hartford, CT 06108

REVISED PRICE SCHEDULE

Vendor Name	Address	City, State, Zip	Phone/Fax #	E-Mail
Optimos, Inc.	1347 Riverbank Road	Stamford, CT 06903-2026	Main: 203.461.9380 Fax 203.461.8824 Contact: Ken Mehra	kmehra@optimos.com

PeopleSoft IT Consultants - Cost Sheet

				REVISED	
Class No.	Staff Profile	# of Emp.	# of Payroll Emp.	Hourly Rate	Daily Rate
1.0	PeopleSoft Systems Analyst/Designer	15.00	13	\$ 83.50	\$ 668.00
1.2	Senior PeopleSoft Financial Developer	21.00	18	\$ 79.75	\$ 638.00
1.6	Senior PeopleSoft Human Resource Developer	16.00	13	\$ 79.75	\$ 638.00
2.6	Technical Architect	4.00	3	\$ 108.25	\$ 866.00

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CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
012-A-28-7058-C

Contract Award Date
June 26, 2002

Expiration Date
June 25, 2004

Supplement #2 Dated 2/7/03

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **IT Consulting - 5022**

FOR: Office of the State Comptroller Core-CT Project 55 Elm Street Hartford, CT 06106		DELIVERY DATE REQ'D: N/A	
		TERM OF CONTRACT: Two years with a possible two (2), one (1) year extensions	
		AGENCY REQUISITION NUMBER: 215900	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		--	1,139,200

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

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- ▶ **PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

Supplement #2 is added to increase dollar value of contract. See changes above.

APPROVED

Date Issued: February 7, 2003

Holly Miller-Sullivan
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

All correspondence regarding this contract award must be in writing and submitted to:

Kathleen M. Anderson, PSO II, Contract Award # 012-A-28-7058-C
DOIT - Contract & Purchasing Division, 101 East River Drive, 4th Floor, East Hartford, CT 06108

CONTRACT AWARD
SP-38 Rev. 01/02

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
012-A-28-7058-C

Contract Award Date
June 26, 2002

Expiration Date
June 25, 2004

Supplement #1 Dated 8/5/02

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **IT Consulting - 5022**

FOR: Office of the State Comptroller Core-CT Project 55 Elm Street Hartford, CT 06106		DELIVERY DATE REQ'D: N/A	
		TERM OF CONTRACT: Two years with a possible two (2), one (1) year extensions	
		AGENCY REQUISITION NUMBER: 215900	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$500,000		--	\$500,000

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See Attached Price Schedule

Supplement #1 is added for Vendor(s) to lower pricing.

iTech Solutions has lowered their pricing in the following category: 2.8 Training Developers/Trainers - \$616/daily rate.

APPROVED

Date Issued: August 5, 2002

Holly Miller-Sullivan
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

All correspondence regarding this contract award must be in writing and submitted to:

Kathleen M. Anderson, PSO II, Contract Award # 012-A-28-7058-C
DOIT - Contract & Purchasing Division, 101 East River Drive, 4th Floor, East Hartford, CT 06108

REVISED PRICE SCHEDULE

Technology Resources, Inc.
416 New London Turnpike
Glastonbury, CT 06033
Attn: Bob Marchetti
(860)659-9960
(860) 659-9961
bob@triservices.com

Class No.	Staff Profile	# of Payroll Emp.	Daily Rate
1.0	PeopleSoft Systems Analyst/Designer	2	\$ 680.00
1.2	Senior PeopleSoft Financial Developer	1	\$ 1,000.00
1.4	PeopleSoft Financial Developer	0	\$ 520.00
1.6	Senior PeopleSoft Human Resource Developer	1	\$ 920.00
1.8	PeopleSoft Human Resource Developer	0	\$ 520.00
2.0	Oracle DBA/PeopleSoft Administrator	2	\$ 760.00
2.2	PeopleSoft Data Architect	0	\$ 1,040.00
2.4	Unix/Windows 2000/NT System Administrator	0	\$ 536.00
2.6	Technical Architect	1	\$ 1,040.00
2.8	Training Developers/Trainers	0	\$ 600.00

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DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
012-A-28-7058-C

Contract Award Date
June 26, 2002

Expiration Date
June 25, 2004

CONTRACT AWARD

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COMMODITY CLASS/SUBCLASS & DESCRIPTION: **IT Consulting - 5022**

FOR: Office of the State Comptroller Core-CT Project 55 Elm Street Hartford, CT 06106		DELIVERY DATE REQ'D: N/A	
		TERM OF CONTRACT: Two years with a possible two (2), one (1) year extensions	
		AGENCY REQUISITION NUMBER: 215900	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
-----		-----	\$500,000

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See Attached Price Schedule

APPROVED

Date Issued: **June 26, 2002**

Holly Miller-Sullivan
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

Vendor Information

Company Name: Computer Horizons Corp.

Address: **500 Winding Brook Drive, Glastonbury, CT 06033**

Tel. No.: **(860) 633-4646**

Fax No.: **(860) 657-9817**

Contract Value: **\$500,000**

Contact Person: **Joe Czyzewski**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: joe_czyzewski@computerhorizons.com

Company Name: iTech Solutions, Inc.

Address: **8 Hidden Oak Drive, Farmington, CT 06032**

Tel. No.: **(860) 674-1636**

Fax No.: **(630) 982-0745**

Contract Value: **\$500,000**

Contact Person: **Kay Lukas**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: klukas@itechsolutions.com

Company Name: Knowledge Impact

Address: **321 Commonwealth Road, Wayland, MA 01778**

Tel. No.: **(800) 852-1230**

Fax No.: -----

Contract Value: **\$500,000**

Contact Person: **Scott McCarthy**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: smccarthy@kimpact.com

Company Name: Modis

Address: **1 Prestige Drive, Meriden, CT 06450**

Tel. No.: **(203) 630-2090**

Fax No.: **(203) 630-2880**

Contract Value: **\$500,000**

Contact Person: **Andy Case**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: andy.case@modisit.com

Company Name: Optimos Inc.

Address: **4455 Brookfield Corporate Drive, Chantilly, VA 20151**

Tel. No.: **(703) 488-6900**

Fax No.: **(703) 802-6120**

Contract Value: **\$500,000**

Contact Person: **Chuck Pascoe**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: cpascoe@optimos.com

Company Name: pcc Technology Group, LLC

Address: **2 Barnard Lane, Bloomfield, CT 06002**

Tel. No.: **(860) 242-3299 ext. 223**

Fax No.: **(860) 286-0459**

Contract Value: **\$500,000**

Contact Person: **Jay Singh**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: jsingh@pcctg.com

Company Name: Rapidigm, Inc.

Address: **10 Ray Avenue, Burlington, MA 01845**

Tel. No.: **(781) 272-5500**

Fax No.: **(781) 272-5100**

Contract Value: **\$500,000**

Contact Person: **Darren Winnie**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: dwinnie@rapidigm.com

Company Name: Svam International, Inc.

Address: **233 East Shore Road Suite#201, Great Neck, NY 11023**

Tel. No.: **(516) 466-6655**

Fax No.: **(516) 466-8260**

Contract Value: **\$500,000**

Contact Person: **Allen Goldin**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: allen@svam.com

Company Name: Technology Resources, Inc.

Address: **416 New London Turnpike, Glastonbury, CT 06033**

Tel. No.: **(860) 659-9960**

Fax No.: **(860) 659-9961**

Contract Value: **\$500,000**

Contact Person: **Bob Marchetti**

Terms: **Net 45 Days**

Delivery: **N/A**

Company E-mail Address: bob@triservices.com



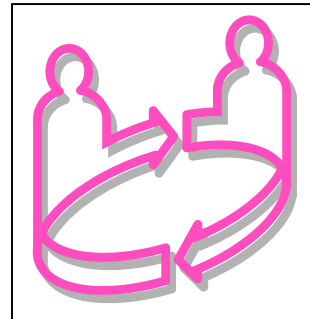
Consultant Selection Process

AGENCY

1. Consultant Requirements:
 - a) **Projects** - Issue Statement of Work. (Determine class, type, quantity and duration)
 - b) **Staff Augmentation** – Select Lowest Qualified Vendor. (Determine class, type, quantity and duration)
2. Obtain resumes from qualified vendor(s) in order of lowest rate until required quantity is satisfied.
3. Evaluate resumes **to ensure that the candidates meet all of the requirements for the requested classification** and interview candidates.
4. If a consultant is required for Web Site Design or Internet Applications, refer to State of Connecticut eligibility list for qualified vendors/consultants who have been trained in universal web accessibility. (A link to the list is located on the Contracts & Purchasing web page.)
5. Select candidates; prepare & submit to DOIT Purchasing Service Officer (via Agency Liaison) the following:
 - SP-10 - State Purchasing Requisition
 - DOIT-2 Interview/Selection for Data Processing Consultant Form
 - DOIT-3 Information Technology Acquisition Request (ITAR)

DOIT Purchasing Service Officer

1. Review documentation submitted for compliance.
2. Submit to Director for approval and sign off.
3. Notify Requestor.
4. Return to Agency.



AGENCY

- Issue purchase order to vendor(s).
- **NOTE:** Please take a moment to fill out a “DOIT Vendor Performance Report,” found on the DOIT Web Site.

DEPARTMENT OF INFORMATION TECHNOLOGY

Interview/Selection for IT Consultants

Agency Name			Agency Number	
Consultant Classification Requested	Vendor Name	No. of Days	Per Day Rate	Total Price
Overtime	Hours per Week	Total Hours	Per Hour Rate	Total OT Cost
Total Price				

PROJECT NAME		Consultant
START DATE	END DATE	Interviewer

QUALIFIED DOIT PERSONNEL AVAILABLE ☐ Yes ☐ No
SMALL BUSINESS SET-ASIDE PROGRAM ☐ Yes ☐ No
MOST COST-EFFECTIVE VENDOR SELECTION ☐ Yes ☐ No
 (If "No," please explain):
REFERENCES CHECKED ☐ Yes ☐ No
***Web/Internet Consultant Eligibility** ☐ N/A ☐ Yes ☐ No

I attest, under penalty of perjury, that I am (Check one of the following):

- ☐ A citizen or national of the United States _____ (Attach copy of Driver License or Birth Cert.)
☐ A Lawful Permanent Resident (Alien # A _____) (Attach copy of Permanent Resident Green Card)
☐ An Alien authorized to work until _____
 Alien # or Admission # _____ (Attach copy of authorization)

***Consultants hired as web page developers must follow the State of Connecticut guidelines for achieving universal accessibility and apply these principles in designing and creating any official State of Connecticut Web Site. Additionally, they must have attended an accessibility training session offer by DOIT/CMAC.**

Signature of Consultant

Certified By Agency

Date

INFORMATION TECHNOLOGY ACQUISITION REQUEST

State of Connecticut – Department of Information Technology
101 E. River Drive - E.Hartford, CT 06108

AGENCY INFORMATION TECHNOLOGY MANAGEMENT CERTIFICATION

Agency Name _____ Agency Number _____

FOR ONE PROJECT WITH MULTIPLE SP-10'S:

Project Name and DOIT Project # _____

SP-10# _____ Cost \$ _____

SP-10# _____ Cost \$ _____

SP-10# _____ Cost \$ _____

FOR ONE SP-10 WITH ACQUISITIONS FOR MULTIPLE PROJECTS:

SP-10# _____

Project Name/DOIT # _____ Cost \$ _____

Project Name/DOIT # _____ Cost \$ _____

Project Name/DOIT # _____ Cost \$ _____

IT MANAGER'S VERIFICATION OF COMPLIANCE:

Is there a current agency IT plan that has been approved by DOIT? ☐ Yes ☐ No

Are the acquisitions above compliant with:

An approved current agency IT plan? ☐ Yes ☐ No

The project and supporting documentation as approved by DOIT? ☐ Yes ☐ No

The State's IT policies and standards? ☐ Yes ☐ No

Your agency's IT policies and standards? ☐ Yes ☐ No

AGENCY IT MANAGER CERTIFICATION:

Name _____ Title _____

Signature _____ Date _____

AGENCY BUDGET CERTIFICATION

BUDGET IMPACT:

Will project be paid out of current general fund appropriation?

☐ Yes ☐ No If No, indicate source(s) of funding. _____

Are cost estimates and funding sources the same as stated in the project profile cost table as approved by DOIT?

☐ Yes ☐ No If No, attach revised project profile and provide a brief explanation of why cost estimates or funding sources have changed.

AGENCY FINANCIAL OFFICER CERTIFICATION:

Name _____ Title _____

Signature _____ Date _____

DEPARTMENT OF INFORMATION TECHNOLOGY APPROVAL

Required for SP-10's with hardware and software cost of \$100,000 or more
and ALL information and telecommunications systems consultant services

ACTION TAKEN BY OIT ON ACQUISITION REQUEST:

- ☐ Approved
☐ Disapproved
☐ Returned for other reasons

Explanation of disapproval or return:

DOIT CHIEF INFORMATION OFFICER OR DESIGNEE APPROVAL:

Name _____ Title _____

Signature _____ Date _____

INFORMATION TECHNOLOGY ACQUISITION REQUEST (DOIT-3)
GENERAL INSTRUCTIONS

Requests for the purchase, lease or rental of information technology hardware and software, or consultant services for information and telecommunications systems must have prior approval from the Department of Information Technology (DOIT) as required by Section 16a-110 of the general statutes, as amended by Public Act 96-156. *

This Information Technology Acquisition Request must be completed and approved by DOIT prior to an agency initiating information technology procurement activities. * Information technology includes automated systems and electronic data processing, communications systems, both digital and analog, including voice, data and image, all radio and telephone systems, and automated image processing systems, and all related hardware, software and facilities used to support these processing activities.

The project profile and all supporting documentation must be submitted for approval by DOIT prior to the submission of an Information Technology Acquisition Request. Requirements for supporting documentation for the project are established during the project approval process. If you are not sure what supporting documents must accompany the acquisition request, contact your assigned information systems administrator at DOIT.

* Note: Exceptions are for hardware and software having a cost of less than \$20,000, and hardware and software with a cost of \$20,000 to \$99,999 for a project previously approved by DOIT as part of the current agency IT plan.

DETAILED INSTRUCTIONS

Requesting Agency

Submit to: Management Oversight Group - 101 E. River Drive - E. Hartford, CT 06108

Agency Name: Identify your full agency name.

Agency number: Include the four-digit budget code assigned by the Office of the State Comptroller to your agency or organization and covering this activity.

Project name and number: Provide the project number from the approved project profile. The format is (4-digit budget code assigned to your agency – 4-digit IT plan year – 3-digit sequential number). As this number will be used to track costs and activities for the project, it must be a unique number, e.g. 1310-1996-001. Provide the title for the project as documented in the approved project profile.

SP-10 # Use the Req. # from the Department of Administrative Services State Purchase Requisition form.

Cost \$ Show the cost for each SP-10 that is associated with the project identified on this acquisition request OR show the cost for each project that is covered by the SP-10 associated with this acquisition request. This format allows for multiple SP-10's associated with one project OR multiple projects associated with one SP-10.

IT Manager's Verification of Compliance: Check the appropriate box for each of the questions in this section. Compliance with approved IT plans and projects is the basic requirement that allows agencies to submit SP-10's for less than \$100,000 directly to the DOIT Purchasing Division without an approval signature from DOIT. Failure to answer all questions will result in processing delays for the acquisition request.

Agency IT Manager Certification. Type the full name and title of the person with direct responsibility for agency information technology management. The IT manager must sign and date the form to indicate that the acquisition request is consistent with the agency IT plan and project as approved by DOIT, and that it complies with State and agency IT policies and standards.

Will project be paid out of current general fund appropriation? Check the appropriate box. If this project will not be paid out of the current general fund appropriation, supply information about the source(s) of funding.

Are cost estimates and funding sources the same as stated in the Project Profile Cost Table as approved by DOIT? Check the appropriate box. If the project cost estimates or funding sources have changed since the project was approved by DOIT, attach a copy of the revised project profile so that DOIT can update its cost tracking database.

Agency Financial Officer Certification: Type the full name and title of the person with direct responsibility for management of the agency's budget. The financial officer must sign and date the form to indicate that funds are available for the agency to pay any resulting invoices, and that the cost and funding sources are as indicated in the approved project profile.

Department of Information Technology

Action taken by DOIT on acquisition request: Check the appropriate box and provide an explanation if the acquisition request is disapproved or returned for other reasons.

DOIT Chief Information Officer or Designee Approval: Type the full name and title of the person who is approving the action taken by DOIT on this acquisition request. The form must be signed and dated within seven business days of the date of receipt stamped on the form, otherwise the request is automatically approved.

DOIT Procurement Division: An SP-10 for hardware and software with a total cost of \$100,000 or more, and all requests for information and telecommunication systems consulting services require approval by DOIT before the acquisition request is processed. For acquisition requests with a cost of \$20,000 to \$99,999, if any of the compliance questions have a "no" answer, the acquisition must be approved by DOIT, per Section 16a-110 of the general statutes.

The original DOIT-3 form must be sent to IT Planning and Architecture Division after processing the SP-10(s) associated with the acquisition request. Attach a copy of the SP-10(s) and the revised project profile if there is one.

AWARD SCHEDULE
SP-16A Rev. 01/02

Purchasing Contact:
Kathleen Anderson PSO II

Telephone Number:
(860) 622-2328

E-Mail Address:
Kathleen.m.anderson@po.state.ct.us

CONTRACT PRICE SCHEDULE

012-A-28-7058-C

CONTRACT AWARD DATE
June 26, 2002

DELIVERY
N/A

PAYMENT TERMS
Net 45 Days

CASH DISCOUNT
-- % -- Days

Pricing includes all transportation charges FOB State Agency.

VENDOR NAME:

Multiple

**The Department of Information Technology is issuing this contract award for
The Office of the State Comptroller for Peoplesoft IT Consultants - 5022**

Class No.	Staff Profile	Emp.	Daily Rate	Vendor
1.0	PeopleSoft Systems Analyst/Designer	12	\$ 456.00	Modis Consulting Inc.
1.0	PeopleSoft Systems Analyst/Designer	6	\$ 672.00	PCC Technology Group
1.0	PeopleSoft Systems Analyst/Designer	15	\$ 684.00	Optimos Inc.
1.0	PeopleSoft Systems Analyst/Designer	1	\$ 720.00	Svam International, Inc.
1.0	PeopleSoft Systems Analyst/Designer	10	\$ 736.00	Itech Solutions
1.0	PeopleSoft Systems Analyst/Designer	4	\$ 760.00	Computer Horizons Corp.
1.0	PeopleSoft Systems Analyst/Designer	2	\$ 840.00	Technology Resources, Inc.
1.0	PeopleSoft Systems Analyst/Designer	10	\$ 1,200.00	Rapidigm, Inc.
1.2	Senior PeopleSoft Financial Developer	4	\$ 640.00	PCC Technology Group
1.2	Senior PeopleSoft Financial Developer	1	\$ 640.00	Svam International, Inc.
1.2	Senior PeopleSoft Financial Developer	21	\$ 646.00	Optimos Inc.
1.2	Senior PeopleSoft Financial Developer	21	\$ 656.00	Modis Consulting Inc.
1.2	Senior PeopleSoft Financial Developer	10	\$ 672.00	Itech Solutions
1.2	Senior PeopleSoft Financial Developer	4	\$ 760.00	Computer Horizons Corp.
1.2	Senior PeopleSoft Financial Developer	38	\$ 960.00	Rapidigm, Inc.
1.2	Senior PeopleSoft Financial Developer	3	\$ 1,000.00	Technology Resources, Inc.
1.4	PeopleSoft Financial Developer	15	\$ 400.00	Modis Consulting Inc.
1.4	PeopleSoft Financial Developer	10	\$ 512.00	Itech Solutions
1.4	PeopleSoft Financial Developer	34	\$ 570.00	Optimos Inc.
1.4	PeopleSoft Financial Developer	4	\$ 600.00	Technology Resources, Inc.
1.4	PeopleSoft Financial Developer	1	\$ 600.00	Svam International, Inc.
1.4	PeopleSoft Financial Developer	4	\$ 608.00	PCC Technology Group
1.4	PeopleSoft Financial Developer	5	\$ 680.00	Computer Horizons Corp.
1.4	PeopleSoft Financial Developer	63	\$ 840.00	Rapidigm, Inc.
1.6	Senior PeopleSoft Human Resource Developer	4	\$ 640.00	PCC Technology Group
1.6	Senior PeopleSoft Human Resource Developer	1	\$ 640.00	Svam International, Inc.
1.6	Senior PeopleSoft Human Resource Developer	16	\$ 646.00	Optimos Inc.
1.6	Senior PeopleSoft Human Resource Developer	15	\$ 680.00	Modis Consulting Inc.
1.6	Senior PeopleSoft Human Resource Developer	5	\$ 720.00	Computer Horizons Corp.
1.6	Senior PeopleSoft Human Resource Developer	10	\$ 744.00	Itech Solutions
1.6	Senior PeopleSoft Human Resource Developer	3	\$ 920.00	Technology Resources, Inc.
1.6	Senior PeopleSoft Human Resource Developer	53	\$ 960.00	Rapidigm, Inc.
1.8	PeopleSoft Human Resource Developer	24	\$ 532.00	Optimos Inc.

1.8	PeopleSoft Human Resource Developer	21	\$ 568.00	Modis Consulting Inc.
1.8	PeopleSoft Human Resource Developer	10	\$ 584.00	Itech Solutions
1.8	PeopleSoft Human Resource Developer	4	\$ 600.00	Technology Resources, Inc.
1.8	PeopleSoft Human Resource Developer	1	\$ 600.00	Svam International, Inc.
1.8	PeopleSoft Human Resource Developer	5	\$ 608.00	PCC Technology Group
1.8	PeopleSoft Human Resource Developer	7	\$ 680.00	Computer Horizons Corp.
1.8	PeopleSoft Human Resource Developer	82	\$ 840.00	Rapidigm, Inc.
2.0	Oracle DBA/PeopleSoft Administrator	12	\$ 608.00	Optimos Inc.
2.0	Oracle DBA/PeopleSoft Administrator	3	\$ 640.00	Computer Horizons Corp.
2.0	Oracle DBA/PeopleSoft Administrator	8	\$ 776.00	Modis Consulting Inc.
2.0	Oracle DBA/PeopleSoft Administrator	10	\$ 784.00	PCC Technology Group
2.0	Oracle DBA/PeopleSoft Administrator	8	\$ 872.00	Itech Solutions
2.0	Oracle DBA/PeopleSoft Administrator	1	\$ 880.00	Svam International, Inc.
2.0	Oracle DBA/PeopleSoft Administrator	4	\$ 920.00	Technology Resources, Inc.
2.0	Oracle DBA/PeopleSoft Administrator	0	\$ 1,000.00	Rapidigm, Inc.
2.2	PeopleSoft Data Architect	2	\$ 760.00	Computer Horizons Corp.
2.2	PeopleSoft Data Architect	8	\$ 836.00	Optimos Inc.
2.2	PeopleSoft Data Architect	15	\$ 880.00	Rapidigm, Inc.
2.2	PeopleSoft Data Architect	8	\$ 904.00	Modis Consulting Inc.
2.2	PeopleSoft Data Architect	1	\$ 1,000.00	Svam International, Inc.
2.2	PeopleSoft Data Architect	5	\$ 1,008.00	Itech Solutions
2.2	PeopleSoft Data Architect	2	\$ 1,040.00	Technology Resources, Inc.
2.4	Unix/Windows 2000/NT System Administrator	22	\$ 380.00	Optimos Inc.
2.4	Unix/Windows 2000/NT System Administrator	1	\$ 520.00	Svam International, Inc.
2.4	Unix/Windows 2000/NT System Administrator	3	\$ 552.00	Technology Resources, Inc.
2.4	Unix/Windows 2000/NT System Administrator	7	\$ 600.00	Computer Horizons Corp.
2.4	Unix/Windows 2000/NT System Administrator	11	\$ 632.00	Modis Consulting Inc.
2.4	Unix/Windows 2000/NT System Administrator	6	\$ 704.00	PCC Technology Group
2.4	Unix/Windows 2000/NT System Administrator	8	\$ 760.00	Itech Solutions
2.4	Unix/Windows 200/NT System Administrator	46	\$ 840.00	Rapidigm, Inc.
2.6	Technical Architect	2	\$ 760.00	Computer Horizons Corp.
2.6	Technical Architect	1	\$ 800.00	Svam International, Inc.
2.6	Technical Architect	8	\$ 872.00	Modis Consulting Inc.
2.6	Technical Architect	4	\$ 874.00	Optimos Inc.
2.6	Technical Architect	2	\$ 880.00	PCC Technology Group
2.6	Technical Architect	18	\$ 880.00	Rapidigm, Inc.
2.6	Technical Architect	5	\$ 1,024.00	Itech Solutions
2.6	Technical Architect	2	\$ 1,040.00	Technology Resources, Inc.
2.8	Training Developers/Trainers	2	\$ 576.00	PCC Technology Group
2.8	Training Developers/Trainers	6	\$ 608.00	Optimos Inc.
2.8	Training Developers/Trainers	17	\$ 624.00	Modis Consulting Inc.
2.8	Training Developers/Trainers	2	\$ 640.00	Computer Horizons Corp.
2.8	Training Developers/Trainers	1	\$ 640.00	Svam International, Inc.
2.8	Training Developers/Trainers	3	\$ 650.00	Knowledge Impact
2.8	Training Developers/Trainers	4	\$ 656.00	Technology Resources, Inc.
2.8	Training Developers/Trainers	8	\$ 672.00	Itech Solutions
2.8	Training Developers/Trainers	16	\$ 1,000.00	Rapidigm, Inc.

All correspondence regarding this contract award must be in writing and submitted to:

Kathleen M. Anderson, PSO II, Contract Award # 012-A-28-7058-C

DOIT - Contract & Purchasing Division, 101 East River Drive, 4th Floor, East Hartford, CT 06108

Information Technology Consultants Terms & Conditions

1. CONSULTANTS

Upon acceptance of a proper Purchase Order (State of Connecticut Form CO-94) issued by an agency of the Customer, the Vendor receiving such Purchase Order, hereinafter referred to as "Supplier," shall provide to the agency the data processing consultant(s), hereinafter referred to as "CONSULTANT," as noted in the CLASSIFICATION TITLES for the rates listed in the SCHEDULE OF RATES, and shall provide said CONSULTANT(S) in accordance with these Terms and Conditions and in accordance with the provisions set forth in such Purchase Order. Any such Purchase Order shall contain, as a minimum, the following:

- a) Name of each CONSULTANT
- b) Classification title
- c) Rate of payment and not to exceed amount
- d) Duration of required services of each CONSULTANT (start date, end date)
- e) Project title and agency location at which each CONSULTANT will generally perform
- f) Statement of Work
- g) Agency official or representative from whom supervision shall be received
- h) Address for submission of invoices
- i) Reference to the Contract Award

2. TERM

These Terms and Conditions shall become effective upon issuance of a Contract Award to the Vendor, and shall continue in effect until completion of project.

3. TERMINATION OF CONSULTANTS AND AMENDMENTS

- a. Upon thirty (30) days' notice to the Supplier, by the issuance of a Purchase Order Amendment (State of Connecticut Form CO-95), the agency may reasonably amend any Purchase Order and/or may terminate any CONSULTANT noted in any Purchase Order based upon sp-10 approval from the office of DOIT/CPD.
- b. Completion of any services of any CONSULTANT provided hereunder, or the Customer's failure to issue any Purchase Order hereunder, shall not terminate these Terms and Conditions; the intent of the parties being to leave these Terms and Conditions in effect for the term specified in Section 2.

4. PERFORMANCE CRITERIA

- a. The Supplier when responding to a request to provide a CONSULTANT to any agency shall be provided a Statement of Work by said agency. This Statement of Work, unless modified in writing by the agency, shall be the performance guide to be used by both the Supplier and agency.
- b. The Supplier shall concur with any agency requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.
- c. The services of a CONSULTANT shall not be deemed completed until all aspects of the Statement of Work have been completed to the agency's satisfaction (including implementation and post audit).

5. CONSULTANT SELECTION CRITERIA

The agency shall have the opportunity to interview and accept or reject any CONSULTANT recommended by the Supplier to provide services to that agency.

6. CONSULTANT DATES OF SERVICE

No CONSULTANT services shall be provided to any agency prior to the start date specified in the Purchase Order nor shall the services of a CONSULTANT continue beyond the end date specified in the Purchase Order unless such Purchase Order has been duly amended. No employee, officer, or representative of the Customer, including the agency, or the Supplier may circumvent the intent of this section.

7. FINANCIAL CONSIDERATIONS

a. Work Day

The work day of the agency is eight (8) hours unless otherwise stated in the Purchase Order.

b. Computing Payments

The agency shall allow billing for one-half (1/2) hour increments up to eight (8) hours in any one day. However, the time in excess of the standard work day requires prior agency written approval.

c. Overtime

The contracted hourly rate shall be the only rate paid by the Customer unless otherwise stated in the Purchase Order and approved by the Department of Information Technology, Contracts & Purchasing Division, hereinafter referred to as the "DOIT/CPD."

d. Travel Time

The Customer shall not pay the Supplier for travel time between the CONSULTANT'S place of residence and the place of work.

e. Travel Allowance

The Customer shall not pay the Supplier any out-of-pocket expenses incurred by a CONSULTANT for travel to the place of work. Reimbursement of travel expenses incurred at the agency's request must be authorized beforehand, in writing, by the agency. Payments shall not exceed the Customer's present prevailing rates for Customer employees.

f. Enhanced Training

The agency shall not allow a CONSULTANT to attend training courses at the expense of the agency, unless such courses are in the best interests of the agency. Any such courses must be requested, justified, and authorized beforehand, in writing, by both the agency and DOIT/CPD.

g. Personnel Movement Costs

The Customer assumes no liability, financial or otherwise, for the transportation of Supplier's personnel and their possessions into or out of the State of Connecticut.

h. Experience of CONSULTANTS

There shall not be more than one upward reclassification of a CONSULTANT during the term of these Terms and Conditions into a higher experience category for pay purposes. Such reclassification can only occur after completion of twelve consecutive months of duty and after the CONSULTANT has met the stated experience requirements as provided in the LIST OF CONSULTANTS for any such reclassification.

8. EMPLOYEES OF SUPPLIER

Subcontractors are not to be utilized by the Supplier in the performance of these Terms and Conditions. The Supplier warrants and represents that all CONSULTANTS assigned to perform under these Terms and Conditions shall be full-time employees of the Supplier. The Supplier agrees to promptly provide specific supportive documentation of employment status as requested.

9. CONSULTANT COMMITMENT

- a. Unless the agency terminates the CONSULTANT noted in an applicable Purchase Order, by issuance of an amendment or cancellation of the Purchase Order, as may be applicable, any CONSULTANT assignment resulting from such Purchase Order shall remain in force until the Purchase Order specified assignment end date.
- b. If the Supplier terminates any CONSULTANT prior to the end date specified in the Purchase Order, the Customer shall be entitled to a credit based upon the following table:

<u>Number of Work Days Worked by the CONSULTANT</u>	<u>Calculation of Customer Credits</u>
1 through 15 days	Credit for total charges plus 10% of such charges to cover Customer's administrative overhead
16 through 30 days	Credit for one half (50%) of total charges
31 through 60 days	Credit for one quarter (25%) of total charges
61 days and thereafter	Credit for one fifth (20%) of total charges

10. PERFORMANCE FAILURE

If a CONSULTANT fails to perform as specified in the Statement of Work or the CONSULTANT is found by the agency to lack the basic skills for which she/he was selected, the CONSULTANT shall be immediately terminated and the Customer shall be immediately entitled to a credit based upon the following table:

<u>Number of Work Days Worked by the CONSULTANT</u>	<u>Calculation of Customer Credits</u>
1 through 15 days	Credit for total charges plus 10% of such charges to cover Customer's administrative overhead
16 through 30 days	Credit for one half (50%) of total charges
31 days and thereafter	Credit for ten (10) work days of charges

11. **CHARGES**

- a. The Customer shall pay the Supplier any charges due it under these Terms and Conditions within forty-five (45) days, [thirty (30) days for Set-aside], after the period for which the applicable services of a CONSULTANT have been rendered and a related invoice has been received by the applicable agency.
- b. The Supplier, no later than the 15th day after each calendar quarter, shall provide DOIT/CPD a written report stating the total value of Purchase Orders received during each such quarter.

12. **NEWS RELEASES, COMMERCIAL ADVERTISING**

Supplier news releases and commercial advertising which pertain to these Terms and Conditions shall neither be made nor authorized by the Supplier without prior written approval of DOIT/CPD.

13. **CONFIDENTIALITY**

- a. In order that the Supplier may effectively assist the agency, the agency may disclose to the Supplier confidential information relating to past, present and/or future operations relative to the Customer, including the agency.
- b. All data and/or other information, in whatever form, delivered by the agency or otherwise obtained from the agency by the Supplier pursuant to these Terms and Conditions shall be deemed confidential to the Customer, including the agency.

The Supplier shall provide care and safeguards for the Customer's, including the agency's, information and instruct its personnel to keep such information confidential by using such care and discretion as may be necessary. The Supplier shall have no obligation to safeguard such material if the material is publicly available, already in public possession or publicly known, rightfully obtained by the Supplier from third parties, or disclosed by the Supplier as required of the Supplier pursuant to the laws of public disclosure.

14. **OWNERSHIP AND PROPRIETARY RIGHTS**

Any product, whether acceptable or unacceptable, developed under these Terms and Conditions shall be the sole property of the Customer and the Customer shall have sole proprietary rights thereto.

15. **SEPARABILITY**

In the event any provision of these Terms and Conditions is decided by a proper authority to be invalid, the remaining provisions of these Terms and Conditions shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

16. **HEADINGS**

The headings given to sections of these Terms and Conditions are intended to be used for reference only, and shall not affect the construction or interpretation of these Terms and Conditions.

17. **GENERAL**

- a. These Terms and Conditions do not authorize either party to act as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right, obligation or responsibility to bind the other party in any manner or thing whatsoever.
- b. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver is expressed in writing by the affected party and signed by an authorized individual of the affected party.
- c. These Terms and Conditions shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State.

18. **COMMUNICATIONS**

The address for the submission of invoices shall be provided in Purchase Orders.

Unless notified otherwise by the other party in writing:

a) Correspondence and notices between the parties to these Terms and Conditions as to general business matters, quarterly reporting of Purchase Orders received, or the terms and conditions herein should be directed to:

Customer - DOIT/Contracts & Purchasing Division
101 E. River Drive
East Hartford, Connecticut 06108

Supplier - As stated in the Contract Award

Notices sent by United States mail with postage prepaid shall become effective when mailed.

b) All technical, coordination, or day-to-day administrative matters pertaining to these Terms and Conditions should be directed to:

Agency - As specified in the applicable Purchase Order

Supplier - As stated in the Contract Award

19. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, as amended

by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56, as amended by Section 5 of Public Act 89-253; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

20. EXECUTIVE ORDER NO. THREE

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will

not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

21. EXECUTIVE ORDER NO. SEVENTEEN

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

22. SURVIVAL BEYOND COMPLETION

The provisions of Section 12 and Section 13 shall survive forever.

SPECIAL BID/CONTRACT TERMS AND CONDITIONS

1. SCOPE

The State is seeking vendors to provide PeopleSoft IT Consultants for The Office of the State Comptroller. This will be a (2) year contract with a possible two (2), one (1) year extensions.

2. INSURANCE REQUIREMENTS

The contractor will carry sufficient insurance to cover the nature of work to be performed to indemnify and hold the State of Connecticut harmless from any insurable cause whatsoever. Upon Request, the contractor will furnish a current Certificate of Insurance evidencing General Liability, including products and completed operations coverage, Workers' Compensation and Automobile Liability coverage, naming the State of Connecticut as additional insured.

3. PRICING RATES & PAYMENT TERMS

Bidders will quote the **number of employees, the number of payroll employees, the hourly rates and the daily rates.**

Payment terms are Net 45 days. The State will make payment within 45 days after parts acceptance, and receipt of a properly submitted invoice. Contractors may offer discounts for early payments.

4. BASIS OF AWARD

An award will be issued to multiple qualified vendors, who are in compliance with the Bid/Contract Terms and Conditions. The State reserves the right to make awards in a manner deemed in the best interest of the State.

5. PRICE INCREASES

Pricing Rates quoted under this contract shall remain firm for a period of two (2) year from effective date of contract award. Thereafter, the Bidders will be permitted to supply new rates not to exceed 5% or the Current Overall Inflator (CPI).

The Contractor must submit a formal request for any price increase to the Department of Information Technology, *Contracts & Purchasing Division*, no later than thirty (30) days prior to the effective price increase date. The increase request shall contain the date the increase takes effect. *No retroactive increase will be allowed.* The State reserves the right to reject any requests deemed excessive.

6. CANCELLATION

The State reserves the right to cancel this invitation to bid, contract award, or specific line item without penalty for any reason it deems appropriate. The state reserves the right to cancel any unfulfilled portion of the contract if the Department of Information Technology or the Agency deems the service and/or replacement parts provided by the contractor are unsatisfactory or inconsistent with the bid/contract terms and conditions.

7. CONTRACTOR INFORMATION

In the event that the awarded contractor's information changes (i.e. name, address, telephone), it is the contractor's responsibility to notify the DOIT, *Contracts & Purchasing Division*, of such changes in writing. The State will not be held responsible for payments or purchase orders that are delayed due to additional routing caused by the lack of notification on the contractor's part.

8. PURCHASE ORDERS & INVOICES

The ordering State Agency will issue purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order. Payments may be delayed if the State invoice form is not properly completed in accordance with the instructions contained on the purchase order.

SPECIAL BID/CONTRACT TERMS AND CONDITIONS

9. LAWS & TAXES

Bidders and the awarded contractor shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut and all terms and conditions of the bid.

Bidders will ensure, in good faith, that their participation in this bid process will not raise a question of conflict of interest or a breach of ethics issue under the provisions of the State Ethics Code, specifically §§1-84 and 1-85 of the Connecticut General Statutes.

Contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statute sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- ▶ Affirmative Action Policy Statement: <http://www.state.ct.us/governor/aapolicy.htm>
- ▶ Sexual Harassment Policy Statement: <http://www.state.ct.us/governor/sexualharasspolicy.htm>
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation

The contractor is also subject to the provisions of the following:

- ▶ Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts:
<http://www.state.ct.us/governor/executiveorders/meskill3.htm>
- ▶ Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service:
<http://www.state.ct.us/governor/executiveorders/meskill17.htm>
- ▶ Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16:
<http://www.state.ct.us/governor/executiveorders/no16.htm>

Purchases made by the State of Connecticut are exempt from the payment of Federal Excise Tax, Transportation Tax, and Connecticut Sales and Use Tax. Upon request, the ordering State Agency will provide a Federal Excise Tax Exemption Certificate.

TERMS & CONDITIONS

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STATE OF CONNECTICUT**DOIT – CONTRACTS & PURCHASING DIVISION****101 EAST RIVER DRIVE, 4th Floor****EAST HARTFORD, CT 06108-3274****Bid Number****012-A-28-7058-C****STANDARD BID AND CONTRACT TERMS AND CONDITIONS****SCOPE**

These Standard Bid and Contract Terms and Conditions are definitely a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

DEFINITIONS

As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:

State: The State of Connecticut

Contracts Division: Department of Information Technology, Contracts & Purchasing Division of the State of CT

Agency: Any or all State Departments, Institutions and Agencies,

Bidder: Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

Contractor: Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

Invitation to Bid: The document which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

Bid: An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

Lowest Responsible Qualified Bidder: The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

Contract: The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

All qualified prospective Bidders on the mailing list of the Division will be eligible to receive copies of invitations for bids issued by the Contracts & Purchasing Division on all commodity groups on which a desire to receive bids has been indicated. Failure to submit bids on or reply to three consecutive invitations for bids mailed to a prospective Bidder will cause the name of such Bidder to be removed from the mailing list for such group.

Any alleged oral agreement or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

SUBMISSION OF BIDS

1. Bids must be submitted on and in accordance with forms supplied by the Contracts & Purchasing Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 4th Floor, 101 East River Drive, East Hartford, Connecticut 06108-3274. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts & Purchasing Division after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts & Purchasing Division. Bids shall be typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids. **Unsigned bids shall be rejected.** **All signatures shall be original signatures,** unless there is specific authorization from the Contracts & Purchasing Division for the use of non-manual forms of signature. **Bidders are cautioned that the person signing the Bid Proposal or his authorized designee must initial errors, alterations or corrections on both the original and copy of the Bid Schedule.** In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal to the person initialing the erasure alterations, or correction. This includes erasures; alterations, corrections, or any typing cover

up method to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall result in rejection of bid.

4. All information required in the bid documents must be given to constitute a formal bid. Failure to provide such information may result in disqualification of bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one limiting, or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate proposals will not be considered unless specifically called for in the Invitation to Bid. An alternate proposal is defined as one that is submitted in addition to the bidders primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering, the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected except in the event of bids awarded on a total basis in which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail.

13. All bids will be opened and read publicly. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection during normal business hours of the Division. Summaries of bids received are not distributed by the Division nor given out by telephone.

14. The Contracts & Purchasing Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

GUARANTY OR SURETY

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

- Annual bid bond in the amount of \$5,000.00 to cover all bids up to \$50,000.00 submitted within one year.
- Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
- Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred (100) percent of each separate award, may be submitted in the form of a

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performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

17. Bonds must meet the following requirements:

- a. Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
- b. Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
- c. Individual: The Individual owning the business and indicated "Owner" must sign the bond.
- d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.
- e. An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the surety must appear on the bond.
- g. Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

SAMPLES

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications, all deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may pick up samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

AWARD

21. Award will be made to the lowest responsible qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Division's judgement, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except in the case of tie bids.

28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

CONTRACT

30. Each bid will be received, with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for full period specified and until all articles or services ordered before date of termination shall have been satisfactorily delivered and accepted (and thereafter until all terms and conditions have been met), unless:

- a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
- b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. Contract quantities will be assumed to have been ordered out of expiration period according to contract terms. Contractor must furnish a statement of unordered balances as required by the Contracts & Purchasing Division prior to termination of contract.

35. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

36. The placing in the mail to the address given in his bid or delivery of a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

When so requested by the Contracts & Purchasing Division, the Contractor shall execute a formal contract with the state for the complete performance specified therein.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities are rejected, same must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of

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such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

40. Contract acceptance is not an order to ship. Purchase Orders against Contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

CONTRACT GUARANTY

42. Contractor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
- c. Guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit.
- d. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the service is to be provided, and of the State of Connecticut.
- f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

DELIVERY

43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.

44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.

46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.

48. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the State unless otherwise stated in the Invitation to Bid.

49. Deliveries are subject to reweighing over official sealed scales designated by the State and payment will be made on the basis of net weight of materials received.

INSPECTIONS AND TESTS

50. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

51. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

PAYMENT

52. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services or the date that a properly executed state invoice form CO-17 is received, whichever is later. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

53. Payment will be made only after presentation of a properly completed State Invoice form CO-17. Forms may be obtained from either the ordering agency or the Forms Management Contractor to the State. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

54. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 53 and 54 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate State invoice form CO-17 for interest charges.

55. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

56. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

SAVING CLAUSE

57. It is understood and agreed that the Contractor shall not be held liable for any losses resulting in the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent.

58. Should the performance of any contract be delayed or prevented as set forth in paragraph 57. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

ADVERTISING

59. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.

RIGHTS

60. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

61. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15. or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

PACKAGING

62. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

AMERICANS WITH DISABILITIES ACT

63. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall

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be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys' and other professionals' fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of the Contractor concerning compliance with the Act, as the same applies to performance under this contract Agreement.

YEAR 2000 COMPLIANT

64. Year 2000 Warranty: The contractor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, and firmware ("item") or each service delivered under this contract shall be able to:

- a. Accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
- b. Properly exchange date/time data when used in combination with other information technology;
- c. Perform as a system if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 warranty is discovered and made known to the contractor in writing. This warranty remains in effect through December 31, 2000 or 365 days following the termination of this agreement, whichever is later.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.